

FY 2013-2014

Part 1 of 1



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

CSL FILE NO. 2013 CSL 06790

In the Matter of: Refugee Children's Relief

**Ronald Major, Director
Refugee Children's Relief
PO Box 644
Davidson, NC 28036**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"] Charitable Solicitation Licensing Division [hereinafter "CSL"] and Refugee Children's Relief to set forth the terms of agreement for payment of financial penalties assessed in Administrative Orders for Penalties and to Cease and Desist Solicitation Activities issued June 12, 2013 and August 20, 2013 by CSL. These Orders imposed penalties pursuant to the North Carolina Charitable Solicitation Act, §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on June 12, 2013 and August 20, 2013 CSL issued Administrative Orders for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Orders")

signed by CSL Director, Heather L. Black, to National Refugee Children's Relief assessing a total of \$2,300.00 (TWO THOUSAND THREE HUNDRED DOLLARS) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Orders were properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Refugee Children's Relief has not appealed the Orders entered on June 12, 2013 or August 20, 2013 by CSL and instead desires to enter into a settlement agreement to satisfy the financial penalty; and

WHEREAS, Refugee Children's Relief satisfied requirements for renewal of its charitable solicitation license effective February 18, 2014; and

WHEREAS, Scarlett Gardner, CSL Attorney and Enforcement Supervisor, contacted Ronald Major, Director, Refugee Children's Relief via electronic mail message regarding payment of the assessed penalty; and

WHEREAS, negotiations have been successful with Mr. Major and Ms. Gardner concerning the settlement agreement terms;

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Refugee Children's Relief, through its Director, Ronald Major, and the Department through CSL Director, Heather L. Black, agrees to the terms as outlined further in

this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Orders issued by CSL to Refugee Children's Relief on June 12, 2013 and August 20, 2013.

2. Refugee Children's Relief shall send one notarized copy of the original Settlement Agreement along with penalty payment in the amount of \$1,000.00 (ONE THOUSAND DOLLARS) to be received by CSL on or before March 25, 2014 by the close of business (5:00 p.m.). This document shall be sent to the attention of Scarlett Gardner, Attorney and Enforcement Supervisor to one of the following addresses:

For regular mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If one original copy of the fully executed settlement agreement and \$1,000.00 (ONE THOUSAND DOLLARS) penalty payment is not received on or before the March 25, 2014 deadline, without further notice, CSL will issue an Order to assess further penalties up to \$1,000.00 (ONE THOUSAND DOLLARS) per day for each day the settlement agreement is not received.

4. Refugee Children's Relief acknowledges that by entering into this Agreement, it agrees not to contest the Orders, and agrees not to contest any of the provisions of the aforesaid

Orders of June 12, 2013 or August 20, 2013, whether or not the challenge is barred by the applicable statute of limitations.

5. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

6. Entry into this Settlement Agreement by Refugee Children's Relief is not an admission of liability for the violations set forth in the Orders of June 12, 2013 and August 20, 2013. Refugee Children's Relief, however, does not dispute that the facts set forth in the Orders are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

7. The parties agree that all parts of the Orders issued by CSL on June 12, 2013 and August 20, 2013 that are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

8. This Settlement Agreement shall be given effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

9. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.


10. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

11. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

12. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

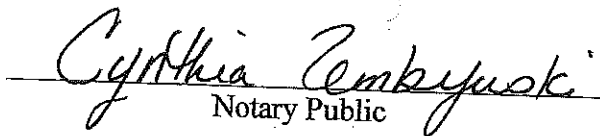
13. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

14. This Settlement Agreement shall first be signed by Roanld Major, Director, under oath before a Notary Public and then forwarded to Heather L. Black, CSL Director, for signature. The Agreement is effective on the date on which Ronald Major, Director, signs under oath before a Notary Public on behalf of Refugee Children's Relief.


Ronald Major, Director
Refugee Children's Relief

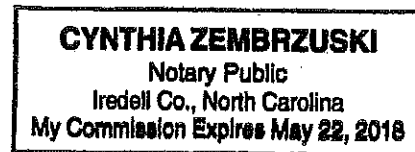
Sworn to and subscribed before me,

This the 26 day of March, 2014.

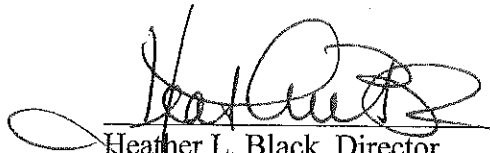

Notary Public

Iredell North Carolina
County and State

SEAL

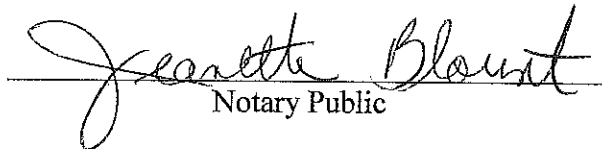


My commission expires: May 22, 2018


Heather L. Black, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 22 day of April, 2014.


Notary Public

Wake North Carolina
County and State



My commission expires: 6-27-2016



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

VIA REGULAR MAIL

April 22, 2014

Michael Stanford, Executive Director
The Arc of Wilson County, Inc.
PO Box 3943
Wilson, NC 27895-3943

RE: 2013 CSL 07803 – The Arc of Wilson County, Inc.

Dear Mr. Major:

The North Carolina Department of the Secretary of State Charitable Solicitation Licensing Division received the signed settlement agreement on behalf of **The Arc of Wilson County, Inc.** and entire agreed upon penalty payment in the amount of five hundred dollars (\$500.00). Please find enclosed a fully executed copy of the Settlement Agreement for this matter. As all settlement agreement requirements have been fulfilled, this case will now be closed.

Please contact me if you have additional questions or need further information regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scarlett Gardner".

Scarlette Gardner,
Attorney & Enforcement Supervisor



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

CSL FILE NO. 2013 CSL 07803

In the Matter of: The Arc of Wilson County, Inc.

Michael Stanford, Executive Director
The Arc of Wilson County, Inc.
PO Box 3943
Wilson, NC 27895-3943

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"] Charitable Solicitation Licensing Division [hereinafter "CSL"] and The Arc of Wilson County, Inc. to set forth the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued December 20, 2013 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on December 20, 2013 CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director Heather L. Black to The Arc of Wilson County, Inc. assessing \$1,000.00 (ONE THOUSAND DOLLARS) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, The Arc of Wilson County, Inc. has not appealed the Order entered on December 20, 2013 by CSL and instead desires to enter into a settlement agreement to satisfy the financial penalty; and

WHEREAS, The Arc of Wilson County, Inc. satisfied requirements for renewal of its charitable solicitation license effective March 13, 2014; and

WHEREAS, Scarlette Gardner, CSL Attorney and Enforcement Supervisor, contacted Michael Stanford, Executive Director, The Arc of Wilson County, Inc. via telephone regarding payment of the assessed penalty; and

WHEREAS, negotiations have been successful with Mr. Stanford and Ms. Gardner concerning the settlement agreement terms;

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. The Arc of Wilson County, Inc. through its Executive Director, Michael Stanford, and the Department through CSL Director, Heather L. Black, agrees to the terms as outlined

further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to The Arc of Wilson County, Inc. on December 20, 2013.

2. The Arc of Wilson County, Inc. shall send one notarized copy of the original Settlement Agreement along with penalty payment in the amount of \$500.00 (FIVE HUNDRED DOLLARS) to be received by CSL on or before April 25, 2014 by the close of business (5:00 p.m.). This document shall be sent to the attention of Scarlett Gardner, Attorney and Enforcement Supervisor to one of the following addresses:

For regular mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If one original copy of the fully executed settlement agreement and \$500.00 (FIVE HUNDRED DOLLARS) penalty payment is not received on or before the April 25, 2014 deadline, without further notice, CSL will issue an Order to assess further penalties up to \$1,000.00 (ONE THOUSAND DOLLARS) per day for each day the settlement agreement is not received.

4. The Arc of Wilson County, Inc. acknowledges that by entering into this Agreement, it agrees not to contest the Order, and agrees not to contest any of the provisions of

the aforesaid Order of December 20, 2013, whether or not the challenge is barred by the applicable statute of limitations.

5. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

6. Entry into this Settlement Agreement by The Arc of Wilson County, Inc. is not an admission of liability for the violations set forth in the Order of December 20, 2013. The Arc of Wilson County, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

7. The parties agree that all parts of the Order issued by CSL on December 20, 2013 that are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

8. This Settlement Agreement shall be given effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

9. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

10. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

11. All parties further acknowledge that they have read and understand the terms of

this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

12. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

13. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

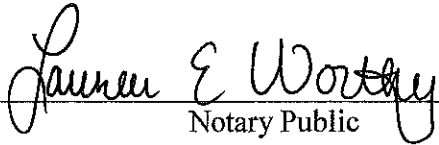
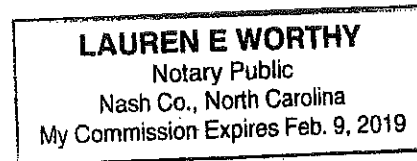
14. This Settlement Agreement shall first be signed by Michael Stanford, Executive Director, The Arc of Wilson County, Inc., under oath before a Notary Public and then forwarded to Heather L. Black, CSL Director, for signature. The Agreement is effective on the date on which Michael Stanford, Executive Director, signs under oath before a Notary Public on behalf of The Arc of Wilson County, Inc.



Michael Stanford, Director
The Arc of Wilson County, Inc.

Sworn to and subscribed before me,


This the 11th day of April, 2014.


Notary Public

SEAL

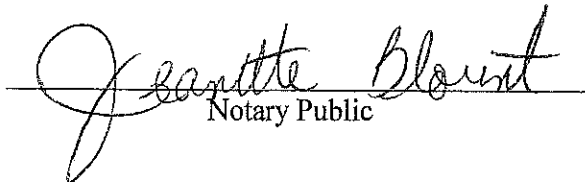
Wilson, NC
County and State

My commission expires: Feb 09, 2019

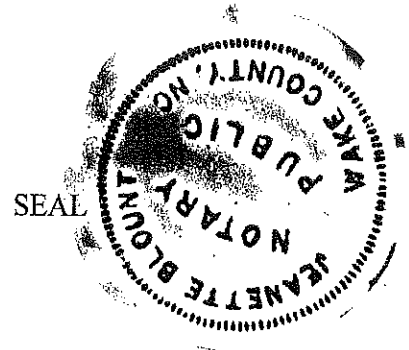

Heather L. Black, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 22 day of April, 2014.


Notary Public

Wake North Carolina
County and State



My commission expires: 02-27-2016



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

VIA REGULAR MAIL

June 4, 2014

Alan S. Ehrlich, Treasurer
Hendersonville Little Theatre, Inc.
PO Box 66
Hendersonville, NC 28793-0066

RE: 2013 CSL 09818 – Hendersonville Little Theatre, Inc.

Dear Mr. Ehrlich:

The North Carolina Department of the Secretary of State Charitable Solicitation Licensing Division received the signed settlement agreement on behalf of Hendersonville Little Theatre, Inc. and entire agreed upon penalty payment in the amount of two hundred fifty dollars (\$250.00). Please find enclosed a fully executed copy of the Settlement Agreement for this matter. As all settlement agreement requirements have been fulfilled, this case will now be closed.

Please contact me if you have additional questions or need further information regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Scarlett Gardner".

Scarlette Gardner,
Attorney & Enforcement Supervisor



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

CSL FILE NO. 2013 CSL 09818

In the Matter of: Hendersonville Little Theatre, Inc.

Alan S. Ehrlich, Treasurer
Hendersonville Little Theatre, Inc.
PO Box 66
Hendersonville, NC 28793-0066

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"] Charitable Solicitation Licensing Division [hereinafter "CSL"] and Hendersonville Little Theatre, Inc. to set forth the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued January 2, 2014 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on January 2, 2014 CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL Director Heather L. Black to Hendersonville Little Theatre, Inc. assessing \$1,000.00 (ONE THOUSAND DOLLARS) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Hendersonville Little Theatre, Inc. has not appealed the Order entered on January 2, 2014 by CSL and instead desires to enter into a settlement agreement to satisfy the financial penalty; and

WHEREAS, Hendersonville Little Theatre, Inc. satisfied requirements for issuance of an exemption from charitable solicitation licensure pursuant to N.C.G.S. §131F-3(3) effective April 21, 2014 that is set to expire on November 15, 2014; and

WHEREAS, Scarlette Gardner, CSL Attorney and Enforcement Supervisor, contacted Alan S. Ehrlich, Treasurer, and Ed Roberts, representative of Hendersonville Little Theatre, Inc. via electronic mail message regarding payment of the assessed penalty; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms;

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Hendersonville Little Theatre, Inc. through its Treasurer, Alan S. Ehrlich, and the Department through CSL Director, Heather L. Black, agrees to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Hendersonville Little Theatre, Inc. on January 2, 2014.

2. Hendersonville Little Theatre, Inc. shall send one notarized copy of the original Settlement Agreement along with penalty payment in the amount of \$250.00 (TWO HUNDRED FIFTY DOLLARS) to be received by CSL on or before June 23, 2014 by the close of business (5:00 p.m.). This document shall be sent to the attention of Scarlett Gardner, Attorney and Enforcement Supervisor to one of the following addresses:

For regular mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If one original copy of the fully executed settlement agreement and \$250.00 (TWO HUNDRED FIFTY DOLLARS) penalty payment is not received on or before the June 23, 2014 deadline, without further notice, CSL will issue an Order to assess further penalties up to \$1,000.00 (ONE THOUSAND DOLLARS) per day for each day the settlement agreement is not received.

4. Hendersonville Little Theatre, Inc. acknowledges that by entering into this Agreement, it agrees not to contest the Order, and agrees not to contest any of the provisions of the aforesaid Order of January 2, 2014, whether or not the challenge is barred by the applicable statute of limitations.

5. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

6. Entry into this Settlement Agreement by Hendersonville Little Theatre, Inc. is not an admission of liability for the violations set forth in the Order of January 2, 2014. Hendersonville Little Theatre, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

7. The parties agree that all parts of the Order issued by CSL on January 2, 2014 that are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

8. This Settlement Agreement shall be given effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

9. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

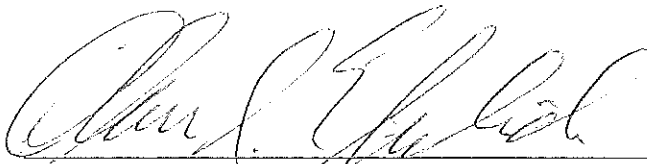
10. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

11. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

12. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

13. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

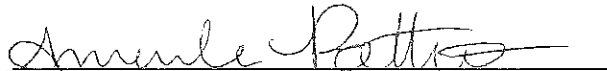
14. This Settlement Agreement shall first be signed by Alan S. Ehrlich, Treasurer, Hendersonville Little Theatre, Inc., under oath before a Notary Public and then forwarded to Heather L. Black, CSL Director, for signature. The Agreement is effective on the date on which Alan S. Ehrlich, Treasurer, signs under oath before a Notary Public on behalf of Hendersonville Little Theatre, Inc.



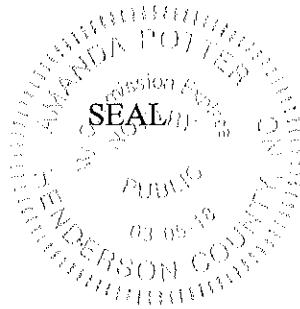
Alan S. Ehrlich, Treasurer
Hendersonville Little Theatre, Inc.

Sworn to and subscribed before me,

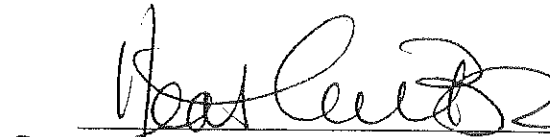
This the 24th day of May, 2014.


Notary Public

Henderson North Carolina
County and State

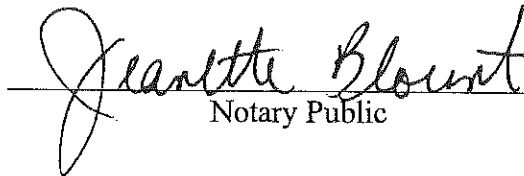


My commission expires: 03-05-2018

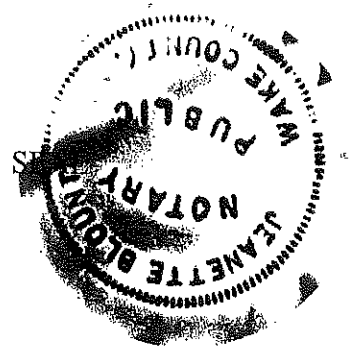

Heather L. Black, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

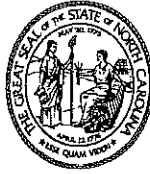
This the 3 day of June, 2014.


Notary Public

Wake North Carolina
County and State



My commission expires: 6-27-2016



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

VIA REGULAR MAIL

May 23, 2014

Amy Dee Warren
8932 Oransay Way
Charlotte, NC 28278

RE: 2014 CSL 01862 – Amy Dee Warren

Dear Ms. Warren:

The North Carolina Department of the Secretary of State Charitable Solicitation Licensing Division received the signed settlement agreement on behalf of **Amy Dee Warren** and entire agreed upon penalty payment in the amount of five hundred dollars (\$500.00). Please find enclosed a fully executed copy of the Settlement Agreement for this matter. As all settlement agreement requirements have been fulfilled, this case will now be closed.

Please contact me if you have additional questions or need further information regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scarlette Gardner".

Scarlette Gardner,
Attorney & Enforcement Supervisor



State of North Carolina
Department of the Secretary of State

ELAINE F. MARSHALL
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

SETTLEMENT AGREEMENT

CSL FILE NO. 2014 CSL 01862

In the Matter of: Amy Dee Warren

Amy Dee Warren
8932 Oransay Way
Charlotte, NC 28278

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"] Charitable Solicitation Licensing Division [hereinafter "CSL"] and Amy Dee Warren to set forth the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitor Activities issued January 13, 2014 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on January 13, 2014 CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

2013 CSL 07803

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Director Heather L. Black to Amy Dee Warren assessing \$1,000.00 (ONE THOUSAND DOLLARS) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Amy Dee Warren has not appealed the Order entered on January 13, 2014 by CSL and instead desires to enter into a settlement agreement to satisfy the financial penalty; and

WHEREAS, Amy Dee Warren satisfied solicitor licensing requirements effective March 31, 2014; and

WHEREAS, Scarlette Gardner, CSL Attorney and Enforcement Supervisor, contacted Amy Dee Warren via telephone regarding payment of the assessed penalty; and

WHEREAS, negotiations have been successful with Ms. Warren and Ms. Gardner concerning the settlement agreement terms;

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Amy Dee Warren and the Department through CSL Director, Heather L. Black, agrees to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Amy Dee Warren on January 13, 2014.

2. Amy Dee Warren shall send one notarized copy of the original Settlement Agreement along with penalty payment in the amount of \$500.00 (FIVE HUNDRED DOLLARS) to be received by CSL on or before May 27, 2014 by the close of business (5:00 p.m.). This document shall be sent to the attention of Scarlett Gardner, Attorney and Enforcement Supervisor to one of the following addresses:

For regular mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
Post Office Box 29622
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Scarlette Gardner, Attorney and Enforcement Supervisor
North Carolina Department of the Secretary of State
Charitable Solicitation Licensing Division
2 South Salisbury Street
Raleigh, NC 27601

3. If one original copy of the fully executed settlement agreement and \$500.00 (FIVE HUNDRED DOLLARS) penalty payment is not received on or before the May 27, 2014 deadline, without further notice, CSL will issue an Order to assess further penalties up to \$1,000.00 (ONE THOUSAND DOLLARS) per day for each day the settlement agreement is not received.

4. Amy Dee Warren acknowledges that by entering into this Agreement, it agrees not to contest the Order, and agrees not to contest any of the provisions of the aforesaid Order of January 13, 2014, whether or not the challenge is barred by the applicable statute of limitations.

5. The parties agree that CSL does not waive any authority on behalf of the

Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

6. Entry into this Settlement Agreement by Amy Dee Warren is not an admission of liability for the violations set forth in the Order of January 13, 2014.

7. Amy Dee Warren, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

8. The parties agree that all parts of the Order issued by CSL on January 13, 2014 that are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

8. This Settlement Agreement shall be given effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

9. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

10. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

11. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

12. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

13. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

14. This Settlement Agreement shall first be signed by Amy Dee Warren under oath before a Notary Public and then forwarded to Heather L. Black, CSL Director, for signature. The Agreement is effective on the date on which Amy Dee Warren signs under oath before a Notary Public.

Amy Dee Warren
Amy Dee Warren

Sworn to and subscribed before me,

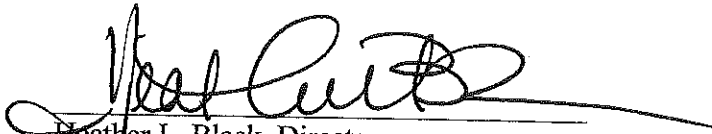
This the 18th day of May, 2014.

Jennifer H. Cozzino
Notary Public

Mecklenburg Co, NC
County and State

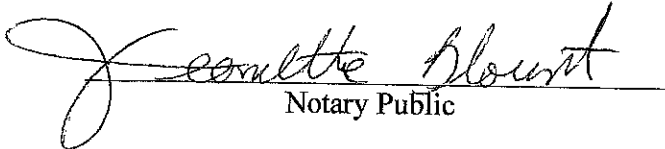
SEAL

My commission expires: 3/10/15


Heather L. Black, Director
Charitable Solicitation Licensing Division
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 22 day of May, 2014.


Notary Public

Wake, North Carolina
County and State

My commission expires: 6-27-2016

